

# Robert W. Seiden

Court-Appointed Temporary Receiver for Link Motion Inc.  
Pursuant to The Honorable Judge Victor Marrero of the  
United States District Court, Southern District of New York

Robert W. Seiden, Esq. | The Seiden Group  
469 7<sup>th</sup> Avenue, 5th Floor, New York, New York 10036  
Tel: (646) 766-1724, Email: rseiden@seidenlegal.com

**VIA FAX (212) 805-6382**

Hon. Victor Marrero  
Suite 1040  
United States Courthouse  
500 Pearl Street  
New York, New York 10007

September 18, 2019

**REQUEST FOR THIS LETTER AND THE ATTACHED ENGAGEMENT LETTER TO  
BE MAINTAINED UNDER SEAL**

**Re: Wayne Baliga v. Link Motion Inc. et al. 1:18-c-11642**

Dear Honorable Judge Marrero,

I write to you pursuant to your Honor's February 1, 2019 Order to request approval to retain the law firm KSG Attorneys at Law to perform certain work on behalf of Link Motion Inc. (or the "Company") and the Receiver to ensure that the Company's status quo is preserved. In particular, in order for the Receiver to have the ability to take certain actions on behalf of the Company in the Cayman Islands ("Cayman"), this Court's Receivership Order must first be domesticated in Cayman (similar to the domestication in Hong Kong that the Receiver has secured).

Attached to this letter, please find the proposed engagement agreement that the Receiver seeks approval of. My team has discussed this work and engagement with multiple law firms in Cayman, and it was determined that, KSG Attorneys at Law are professionally qualified to perform this legal work, and among the qualified firms, are the most reasonable in their proposed fees.

Please do not hesitate to contact me via email or telephone if your Honor wishes to discuss this request in more detail.

Respectfully submitted,

Robert W. Seiden, Esq.  
Court-Appointed Temporary Receiver for Link Motion Inc.



Robert W. Seiden, as Temporary Receiver of Link Motion Inc.  
Seiden Law Group LLC  
469 7th Avenue  
New York, NY 10018  
United States

4th Floor  
Harbour Centre  
42 North Church St.  
P.O. Box 2255  
Grand Cayman  
KY1-1107  
Cayman Islands

Tel: 1-345-949-0003  
markrussell@ksglaw.ky

[www.ksglaw.ky](http://www.ksglaw.ky)

9 September 2019

Sent by: Email only

Dear Mr Seiden,

**Re: Link Motion Inc. – Cayman Islands Receivership**

Thank you for your instructions to act for you with respect to the captioned matter. We write with the terms and conditions upon which we will act.

We will regard Robert W. Seiden, in his capacity as Temporary Receiver of Link Motion Inc., (the "Receiver") as our client of record in this matter. We will look to the Receiver, or any attorneys or staff at Seiden Law Group LLC as advised by the Receiver, for instructions on your behalf.

**Scope of Instructions**

We have been instructed by you to advise and represent the Receiver in connection with a proposed application to the Grand Court of the Cayman Islands seeking: (a) primarily, recognition under Cayman Islands law of the appointment of the Receiver and the receivership terms of the order dated 1 February 2019 made by the US District Court for the Southern District of New York appointing the Receiver; and (b) in the alternative, the appointment of the Receiver as receiver of Link Motion Inc. under section 11A of the Grand Court Law (2015 Revision) (receivership in aid of foreign proceedings).

### **Terms and Conditions**

We have included a link to our terms and conditions which, subject to the exclusions referred to below, will apply to this matter:

<http://www.ksglaw.ky/assets/pdf/TermsandConditionsKSG.pdf>

### **Lawyers**

At this firm, Mark Russell will be the lawyer responsible for the conduct of this matter but may be assisted from time to time by other fee earners as appropriate.

### **Professional Fees**

We will undertake the work within the Scope of Instructions above for a fixed professional fee of US\$3,000.00. This fee will apply whether the court application is opposed or unopposed.

### **Billing and Disbursements**

We will render a fee note to you at the conclusion of the work contemplated. In addition to our professional fees in the fixed amount stated above, our fee note will include any separate out-of-pocket expenses such as filing fees and long-distance calls. The anticipated court fee for the proposed application is CI\$5,000.00 (US\$6,097.56).

### **Termination**

You may terminate your instructions to us and we may cease to act for you at any time, in each case by written notice.

### **Anti-Money Laundering Regulations**

Under the Anti-Money Laundering Regulations (2018 Revision) (the Regulations) we are required to take steps to identify certain types of applicants for business who engage us in respect of certain types of matters (relevant financial business). Litigation is not ordinarily classified as relevant financial business under the Regulations, but circumstances may arise during the course of our engagement where the nature of the matter brings

it within the definition of relevant financial business. At that stage we will ask you to supply us with documents and records sufficient to establish the identity of the client or its principals. Any documents and records that you do send us may be stored electronically.

### **Payment**

We would ask that our fee notes be paid within 14 days of the date of the fee note. Please contact us immediately if you have any queries concerning our fee notes or you foresee any difficulties in settling our outstanding fee notes promptly.

Given the nature of the matter, we will require an initial deposit on account of US\$9,067.56 to cover the fixed professional fee and anticipated court filing fee. We will have the right to apply those monies in payment or part-payment of unpaid fee notes.

Please note that we will look to you for payment of our charges irrespective of the outcome of any proceedings or any order for costs that may be made against the other side. We should add that at the conclusion of this matter and in the event that you are successful, you may be entitled to the payment of your costs by the other party, however, it is unlikely that you will recover the full amount you have been billed by us. In particular, there are quite strict rules about the recoverability of the cost of attorneys who are not admitted in the Cayman Islands, further details on this point can be provided on your request.

We acknowledge that the Receiver enters into this retainer solely in his capacity as Receiver and not in his personal capacity.

### **Governing Law and Jurisdiction**

The terms of this retainer shall be governed by the laws of the Cayman Islands and by signing this agreement you submit to the jurisdiction of the Cayman Islands for all purposes in connection with this agreement. Any

dispute or difference arising out of or in connection with this agreement shall be determined exclusively by the Cayman Islands courts.

**Miscellaneous**

We trust that you will find these arrangements acceptable. If you wish to discuss the above, please feel free to contact us. If, at any time, you have questions or complaints, please let Mark Russell know at once so that he may take appropriate action.

In acknowledgement and acceptance of these terms, a copy of this letter should be signed, dated and returned to us immediately.

Yours Faithfully,

A handwritten signature in black ink, consisting of the letters 'KSG' in a stylized, cursive font.

KSG Attorneys at Law

I agree to the terms in this retainer agreement in full:

Acknowledged and agreed to by Robert W. Seiden, in his capacity as  
Temporary Receiver of Link Motion Inc.

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Dated: \_\_\_\_ September 2019